

Financial and Administrative Service Department Purchasing Office

PO Box 1088, Austin, Texas, 78767

April 9, 2008

3/D International, Inc Dan Alexander, Vice President 106 E 6th St Austin, TX 78701

Re 3D Data Block Modeling

Dear Dan

The City of Austin approved the execution of a contract amendment of 3D data block modeling.

| Responsible Department | Purchasing | |
|-----------------------------------|---|--|
| Department Contact Person | Mario Guerrero | |
| Department Contact Email Address. | Mario guerrero@ci austin tx us | |
| Department Contact Telephone. | 974 2596 | |
| Project Name | 3D Data Block Modeling Services | |
| Dollar Value | Approved Not to Exceed sum of \$200,000 | |
| Contractor Name | 3D/International, Inc | |
| Contract Number | MA 5600 NA080000106 | |
| Contract Period: | 2/11/2008 through 12/31/2009 | |
| Extension Options. | None | |
| Requisition Number | RQM-5600-07082301048 | |
| Solicitation Number | N/A | |
| Agenda Item Number. | 26. | |
| Council Approval Date. | March 20, 2008 | |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract amendment, please contact the person referenced under Department Contact Person.

Sincerely,

Mario Guerrero

Maris Guerrero

Sr Buyer

Purchasing Office

Finance and Administrative

Service Department

cc Bob King, Department Contact Person

City of Austin



ORIGINAL

Amendment No. 1 Contract No. NA080000106 for 3D Modeling Services between 3D/International, Inc. and the City of Austin

- 1.0 The parties agree that the above referenced contract is modified in the manner and to the extent stated herein.
- The total Contract available amount is increased by \$200,000 and extended for a 12-month period in accordance with Austin 2.0 city council approval action dated March 20, 2008, purchasing office item 26. The total contract authorization is recapped

| Term | Contract Amount for the term | Total Contract Amount |
|--|------------------------------|-----------------------|
| Previous Term: 02/11/08 - 12/31/08 | \$49,000. | \$49,000. |
| Amendment No. 1 Adds a 12-month period. The new term is 2/11/08-12/31/2009. The available funding is increased by \$200,000. | \$200,000. | \$249,000. |

3.0 Contract text list of changes as follow:

> On page 1, section 2. SCOPE OF WORK, delete in its entirety, add: "section 2. SCOPE OF WORK, Project Purpose It is the intent of this project to complete the "Waterfront Overlay" of the City of Austin. Based on vendor estimates, the timeline to complete this work expands the next two to three months. There have been 13 additional areas identified by the City for inclusion in the initial overlay.

Scheduled 3D Model Work

The cost for 3D/INTERNATIONAL to complete this overlay work is a not to exceed cost of \$16,500, inclusive of all labor and materials. The modeling effort will include the following specific areas within the City:

- South Shore Central
- East Riverside
- **Festival Beach**
- Travis Heights
- 5. Zilker Park
- 6. Lamar
- **Auditorium Shores**
- R South Lakeshore
- **Butler Shores**
- 10 University/Deep Eddy
- Montopolis/River Terrace
- 12. Red Bluff
- 13. Balcones Rock Cliff

Future 3D Model Work

Numerous City departments support the 3D Model concept may be interested in participating in this project. As the above areas are completed by 3D/INTERNATIONAL (Contractor), it is anticipated that Communications and Technology Management (CTM) will request a similar 3D Model be done for their respective areas to support future building projects.

The City reserves the right to increase or decrease service quantities ordered under this Contract. Nothing herein shall be construed as an intent on the part of the City to purchase any modeling data services other than that determined by the Department of CTM to be necessary to meet their current needs. The City will be obligated to order and pay for only such modeling data quantities as are from time to time ordered, delivered and accepted by CTM.

The Contractor will provide modeling data services as described in this document to various City of Austin departments through ordering by CTM. Subsequent to award of Amendment, each project will be defined by individual work orders to be issued to the Contractor against the Contract. The Contractor will review each proposed work order requiest requirement as issued, and respond with a detailed, fully loaded not to exceed cost quote and proposed work order. The City of Austin will evaluate Contractor's work order and quotes, if necessary, will modify or reconfigure the work order and/or quote, with the Contractor's concurrence, before issuing a notice to proceed for each work plan. All agreed upon work orders shall incorporate by reference

and be subject to the "SERVICES PURCHASE CONTRACT" entered into by and between the City and Contractor dated February 11, 2008. "

On page 1., Section 3. COMPENSATION, sentence one, delete \$49,000 after the words "not to exceed amount of", add; \$249,000 after the words "not to exceed amount of".

On page 1, Section 4. TERM, sentence one, delete December 31, 2008 after the words "in effect until", add: December 31, 2009 after the words "in effect until".

4.0 All other terms and conditions remain unchanged.

BY THE SIGNATURES affixed below, the authorized parties agree Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Signed:

Mario Suerrero

Mario Guerrero, Sr. Buyer
City of Austin
Purchasing Office

3D/International, Inc.
106 E. 6th Street
Austin, TX 78701

Date

Date